



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**REQUEST FOR BIDS**

The Town of New Milford is soliciting competitive bids for Winter Sand for an estimated annual quantity of 500 tons for the 2017/2018 winter season.


Sealed bids will be received at the Office of the Director of Finance until the hour of 3 p.m., on Thursday, October 19, 2017. Bids must be enclosed in a sealed envelope, addressed to the Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT 06776, and clearly marked: Winter Sand 17/18.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, October 19, 2017, at 3 p.m. Bids received after that time will be considered informal and rejected.

Forms on which bids must be submitted may be obtained at the Office of the Director of Finance or online at [www.newmilford.org](http://www.newmilford.org). When applicable, state bids will be considered for this product/service.

  
David Gronbach, Mayor  
An Equal Opportunity/Affirmative Action Employer

**TOWN OF NEW MILFORD**  
**Department of Public Works**  
**Winter Sand 17/18**

**1. DESCRIPTION:**

The Town of New Milford is soliciting competitive bids for Winter Sand for an estimated annual quantity of 500 tons. The Contractor shall furnish all materials, labor, equipment and services necessary to deliver Winter Sand as specified herein.

**2. ESTIMATED QUANTITY:**

The estimated quantity of winter sand needed is 500 tons. This amount is provided as an estimate for bidding purposes only. Actual amounts purchased by the Town may vary.

**3. DELIVERY:**

Winter Sand shall be delivered to the DPW salt shed located at 6 Young's Field Road, New Milford, CT. Deliveries will be accepted during normal work hours, 7:00 AM to 3:30 PM, Monday through Friday excluding Town Holidays. Material shall be delivered by filling individual Purchase Orders created by the Town. Coordination of all deliveries shall be made through our Highway Department. Deliveries are expected to be made within one week of request.

If emergency deliveries become necessary (if storage is below 30% during storm operations), they are expected to take place within 24 hours. Please designate a 24/7 representative to contact in the event an emergency delivery is required.

**4. MATERIAL SPECIFICATIONS:**

The successful bidder must supply to the Town the specified allotment of sand as specified within these technical specifications. The amount of sand ordered throughout the winter months will solely depend upon winter weather conditions.

Should the supplier be unable at any time to meet the requirements or intent of these specifications, the Town has the right to seek out the next acceptable, available bidder or bidders to deliver the required material.

The Town will also have the right, if it so chooses, to seek reimbursement from the contracted supplier for any additional costs that may have been accrued between the original contracted price and that of the next available supplier's cost per ton of winter sand delivered, should the contracted supplier not be able to supply the Town with the needed material upon request.

The Town of New Milford will have the right to select the best qualified vendor for either "Dry Screened Sand" or the "Washed Sand" providing the type of material meets the specifications and that the vendor can certify its availability throughout the winter months.

The sand shall consist of clean, very hard, durable, uncoated particles of quartz or other acceptable hard rock that is free from clay, loam, soft, flaking material or other unsuitable matter. The sand provided shall mix properly in a uniform fashion with salt and flow well as it comes through the spreader after having been stored in outdoor conditions. The sand provided must be easily swept off the road surface the following spring. The material delivered shall be free of any frozen lumps of sand.

The same product shall not contain more than four percent (4%) of materials finer than #200 sieves using the AASHTO method T11 and shall also conform to the following gradation requirements.

SQUARE MESH SIEVES	PERCENT PASSING BY WEIGHT
Pass 1/2"	100%
Pass 3/8"	98-100%
Pass #4	70-100%
Pass #50	10-40%
Pass #100	0-10%
Finer than #200	4%

BIDDERS MUST SUPPLY SIEVE TEST WITH THEIR BID

**Testing Requirements**

Prior to the award of the contract, the Town shall sample the three lowest bidder's materials at the source and have the following tests performed by a certified independent testing laboratory of the Town's choice.

1. Sieve Analysis: Mechanical analysis as described above
2. Soundness Test: When tested with magnesium sulfate solution for soundness using AASHTO Method T 104 coarse aggregate shall not have a loss of more than 15% at the end of five cycles.
3. Resistance to Abrasion: Manufactured or crushed earth materials shall show a loss on abrasion of not more than fifty percent using AASHTO Method T 96.

The Town shall, if it deems necessary, can have the above tests performed at any time during the life of the contract on the material supplied to the Town for winter sand and all other products.

Should any of the tests fail and a second test proves the first test to be accurate in its results, then the supplier shall remove, at his/her own expense, the delivered material within forty-eight (48)

hours or the Town shall do so, and bill the supplier for the work involved to remove the unacceptable material, and the costs associated with all failing tests.

If the Town utilizes the material and then finds out it did not meet the specifications, the Town will **not** be held liable to pay for any of the material used.

Award shall be made to the lowest responsible responsive bidder whose materials meet the requirements of the bid and all specifications. The Town reserves the right to waive any of these requirements if it deems it to be in the best interest of the Town.

The tentative amount of sand that the Town normally utilizes during the winter months is approximately 500 tons.

#### **5. SUBMITTALS & CONSTRUCTION RECORDS:**

Prior to the start of work, the Contractor shall submit the following Material Test Results and Certifications for approval:

- Winter Sand Supplier & Material Certification
- Material Testing results shall be supplies with the bid.

The Contractor shall prepare and submit tickets and invoices to the Town which shall include the following minimum information and receipts:

- Date, Weather, Temperature, Street Name, Linear Footage of Road Treated, Quantity of Winter Sand
- Winter Sand Delivery Receipts
- Total Tons of Winter Sand Delivered (Delivery Total)

#### **6. EQUIPMENT:**

The Contractor shall utilize equipment in excellent mechanical condition in order to ensure a continuous operation. Product will be delivered by truck. If over 18,000 GVWR, please provide Federal DOT ID #.

#### **7. QUALITY CONTROL:**

The Winter Sand may be tested by an outside laboratory to confirm compliance to specifications.

#### **8. SAFETY & ENVIRONMENTAL COMPLIANCE:**

The Contractor must follow all applicable OSHA standards for performing the work at all times. Failure to follow applicable OSHA standards is grounds for immediate cancelation of the contract.

The Contractor shall maintain strict conformance with all environmental regulations and standards set forth by CT DEEP as well as all other applicable federal, state or local requirements.

**9. BASIS OF PAYMENT:**

Bidders shall submit net unit prices DELIVERED per ton. This shall be FOB to our destination.

The bid unit price shall include the cost of all labor, insurances, equipment, fuel, materials and services provided necessary to perform the work.

**10. BIDDER QUALIFICATIONS:**

Bidders must have a minimum of (5) years' experience supplying winter sand to Municipalities or to the Department of Transportation in the State of Connecticut. The bidder shall submit a list of all municipalities under contract for 2017/2018.

In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

**11. INSURANCE REQUIREMENTS**

A certificate of Insurance will be required to be submitted upon execution of the agreement.

The Contractor must carry the following minimum insurance coverages:

- A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage.

General Liability Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal Injury	\$2,000,000
Each Occurrence for Bodily Injury and Property Damage	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Contractor for the Town of New Milford.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

- B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage \$2,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

- C. Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

- D. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.
- E. Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.
- F. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured with reference to this project on a primary basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- G. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford by certified mail with return receipt requested.

**12. INDEMNIFICATION**

The bidder hereby agrees to exonerate, save and indemnify and hold harmless The Town of New Milford, its employees and agents, from and against, any and all claims, actions, suits, proceedings and in each case whether civil, criminal, investigative or administrative, liabilities, losses, costs, expenses (including but not limited to attorneys’ fees and court cost), judgments, penalties, damages or any other demands of any nature whatsoever and no matter how designated arising from any and all accidents, injuries (including death), loss of or damages to persons or property if either:

- ( a ) occasioned, in whole or in part, by the bidder, their agents or employees;
- OR

( b ) arising out of or resulting in any manner from or occurring in connection with accidents, injuries (including death) or damages to the bidder, their agents, employees or invitees occurring in any way and whether in whole or in part in connection with bidder's performance hereunder and whether or not on the premises of The Town of New Milford.

The foregoing exoneration, indemnity and hold harmless agreement shall bind contractor whether any such accident, injury or damage is occasioned, in whole or in part, by The Town of New Milford, its employees or agents and whether or not due to the negligence (including gross negligence), and whether such negligence is denominated as active or passive or otherwise, of The Town of New Milford, its employees or agents or any other person or persons, and the said contractor will defend it their own expense any and all suits that may be brought against The Town of New Milford, its employees and/or agents on account of any such accident, injury or damage and will make good to, and reimburse The Town of New Milford, its employees and/or agents for any expenditures that they may make by reason of such accident, injury or damage.

### 13. **BASIS OF AWARD:**

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder.
- The ability, capacity and skill of the bidder to perform the service required.
- Whether the Bidder can perform the service within the specified time, without delay or interference.

### 14. **PREPARATION OF BID:**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following;

- A. Bid Form(s)*
- B. Indemnification, Acknowledgement & Agreement*
- C. Non-Collusion Affidavit of Prime Bidder*
- D. Insurance*

Questions regarding this bid should be directed to:

*Bob Rzasa, Highway Superintendent, at (860) 355-6040 or [rrzasa@newmilford.org](mailto:rrzasa@newmilford.org)*

**Town of New Milford  
 Department of Public Works  
 Winter Sand 17/18  
 Bid Form**

<u>Item No.</u>	<u>Total Estimated Quantity (ton)</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	500	Winter Sand Delivered	_____ Dollars and _____ Cents per ton	\$ _____/ton      \$ _____

ALTERNATE

2.	500	Winter Sand Picked-Up	_____ Dollars and _____ Cents per ton	\$ _____/ton      \$ _____
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*The Town reserves the right to increase or decrease project tonnage at its discretion. The Town reserves the right to reject any or all proposals if deemed in the best interest of the Town. A material and labor payment bond will be required upon award of the contract. Prices shall be in effect for (1) year from date of bid award.*

*THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (o) INCLUSIVE, OF THE CODE OF NEW MILFORD.*

*The undersigned submits this proposal without collusion with any other individual or corporation.*

\_\_\_\_\_  
 (Company)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Phone Number)

\_\_\_\_\_  
 (Witness)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Signature – Authorized Officer)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
(To Accompany Bid)

State of \_\_\_\_\_

Ss. \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_ Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_ (Title) \_\_\_\_\_

My Commission Expires \_\_\_\_\_ 20\_\_.



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT**

**BID:** Winter Sand 2017/2018

**BID OPENING:** October 19, 2017

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

An Equal Opportunity/Affirmative Action Employer